

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ANATOMIC AND CLINICAL	:	CIVIL ACTION
LABORATORY ASSOCIATES, P.C., et al.	:	
	:	No. 23-3834
v.	:	
	:	
CIGNA HEALTH AND LIFE	:	
INSURANCE COMPANY, et al.	:	

ORDER

AND NOW, this 25th day of February, 2025, upon consideration of the Defendants MultiPlan and Cigna's Motions to Dismiss Plaintiffs Amended Complaint (ECF Nos. 112 and 113) and responses thereto—and for the reasons stated in the accompanying memorandum—it is **ORDERED** the Motions are **GRANTED IN PART** and **DENIED IN PART**, as follows:

1. Defendant MultiPlan's Motion (ECF No. 112) is **DENIED** as to Count IV (breach of contract). The Motion is **GRANTED** as to all other claims against MultiPlan: breach of implied-in-fact contract (Count V), breach of covenant of good faith and fair dealing (Count VII), and declaratory judgment (Count XI). Counts V, VII, and XI are **DISMISSED**; and
2. Defendant Cigna's Motion (ECF No. 113) is **DENIED** as to Count III (third-party beneficiary breach of contract) and Count VIII (unjust enrichment). The Motion is **GRANTED** as to all other claims against Cigna: breach of implied-in-fact contract (Count V), breach of covenant of good faith and fair dealing (Count VI), declaratory judgment (Count IX), and injunctive relief (Count X). Counts V, VI, IX, and X are **DISMISSED**.

BY THE COURT:

/s/ Juan R. Sánchez
Juan R. Sánchez, J.